

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES/SERVICES

The offeror shall propose all the necessary qualified personnel, facilities, materials and services to perform an Indefinite Quantity Contract (IQC), on a Time and Materials basis in accordance with the Statement of Work, Section C, and other terms and conditions of the solicitation, and any resultant Contract, for the effort entitled, "Cost and Weight Analysis of Motor Vehicle Equipment." All support services provided to the Government shall be performed by the offeror's employees or personnel otherwise retained by the offeror to fulfill specific work requirements of this solicitation and the resultant Contract. Under the resultant IQC, the Government will issue individual Task Orders to obtain professional and technical services.

B.2 OBLIGATION SUMMARY

Minimum Obligation of the Government – The Government shall guarantee a minimum to be \$1,000.00 for services and support under the resultant Contract.

Maximum Obligation of the Contractor – Under the resultant Contract, the Contractor shall be obligated to provide services and support up to the Ceiling Amount as shown in Section B. Price Schedule for the twenty-four (24) month base period, and if exercised, the Ceiling Amount of The one (1) Option Year of Three Years. The Maximum Obligation may be increased at anytime by mutual agreement of both parties.

Each Task Order will include a Task Order Ceiling Cost which the Contractor shall not exceed.

B.3 PRICES

The price for the various labor categories, and the cost for materials and supplies in support of the performance are shown in the Price Schedule as contained in Section B.

NHTSA requires the offeror to provide the following:

1. Fixed Price Loaded Hourly Rates.

The offeror shall propose loaded hourly rates for each labor category listed in Section B. of this Solicitation. The loaded hourly rates shall include the individual's actual hourly salary plus indirect costs (as permitted by the Federal Acquisition Regulation (FAR)).

Indirect costs may include: Fringe Benefits, Overhead Rates, Facilities Capital Cost of Money (FCCM), General and Administrative (G&A) expenses. Fee or Profit may be included in the loaded labor-hour rate also. The loaded hourly rates shall be fixed at the time of Contract award and shall remain fixed for the entire term of the Contract (to include the Option Periods, if exercised).

2. **Other Direct Costs – Material, Subcontracts, and all other Non-Prime Contractor - Labor Costs.** For all materials, supplies, and subcontracts used in the performance of resultant Contract to include telephone, faxes, shipping, postage, and the like, the offeror shall be reimbursed at cost and, when appropriate, indirect costs. Indirect costs include *only those costs clearly excluded from the loaded hourly rate* and allocated in accordance with the offeror's usual accounting practices consistent with FAR Part 31. **No fee or profit shall be applied to materials, supplies, subcontracts, or other Non-Prime Contractor non-labor items under the resultant Contract.**

If the offeror elects to apply indirect costs to Other Direct Cost (ODC), then it must identify the indirect cost rate (or multiplier) applicable to the ODC for the Base Period and Option Periods in Section B., Price Schedules. These rates will also remain fixed for the life of the Contract.

3. **Travel .** When travel is required, and approved by the NHTSA Contracting Officer's Technical Representative (COTR), for the offeror personnel under the resultant contract, it shall be done in accordance with FAR Part 31, as applicable to the resultant Contract, including all appropriate indirect costs allocated in accordance with the offeror's usual accounting practices consistent with the FAR.

The offeror (in accordance with its established accounting practices) may apply an indirect cost to such travel costs only to the extent that those indirect costs are not recovered also in the loaded labor rate for each direct labor category.

If the offeror elects to apply indirect costs to Travel, then it must identify the indirect cost rate (or multiplier) applicable to the Travel Costs for the Base Period and Option Periods in Section B., Price Schedules.

B.4 PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS

B.4.1 "Loaded Hourly Rates"

As used in the resultant Contract, "Loaded Hourly Rates" are composed of the hourly rates paid to an individual within a specific Labor Category (plus merit and or cost of living increases, if applicable) plus indirect costs such as Fringe Benefits, Overhead,

Facilities Capital Cost of Money (FCCM), General and Administrative (G&A). Fee or Profit may be included in the loaded hourly rate also. However, see Paragraph 2 of Section B.3 for the treatment of Subcontractor's labor rates. Indirect Cost Rates as well as the percentage of fee shall be negotiated and fixed at time of Contract award and shall remain fixed for the entire term of the Contract (to include Option Periods, if applicable).

B.4.2 "Regular" Loaded Hourly Rates

Regular Loaded Hourly Rates reflect rates paid to a Contractor or Subcontractor's employee for work performed during the employee's normal workweek (generally 40 hours per workweek).

B.4.3 "Overtime"

- a. "Normal Workweek" means, generally, a workweek of 40 hours. However, a workweek in excess of 40 hours can also be considered "normal" if: 1). The workweek does not exceed the norm for the area or industry, as determined by the customary practice, or law; and 2). The hours worked in excess of 40 in the workweek are not compensated at a premium rate of pay.
- b. "Overtime" means time worked by a Contractor's employee in excess of the employee's normal workweek.
- c. "Overtime Premium" means the difference between the Contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime.
- d. "General Policy" Overtime shall be used only when approved in advance by the Contracting Officer. Exceptions to this for qualified individuals may be approved if both the Contractor and the NHTSA Contracting Officer agree that an alternate work schedule is in the best interest to support Government requirements. Overtime shall be used only upon prior approval of the Contracting Officer.

B.4.4 "Task Order"

A document that specifies work to be accomplished by the Contractor to satisfy a Government requirement (See Section G.1). Task Orders shall include the scope of work, period of performance, completion schedules, technical requirements, performance standards and acceptance criteria for deliverable products and agreed upon ceiling amount. Task Orders shall be considered "awarded" upon signing and dating of the Task Order by the NHTSA Contracting Officer. Task Orders become financial obligations of the Government at the time of award. Indefinite Quantity, Time and Materials

Contracting procedures will be used in procuring services under Task Orders.

B.4.5 “Task Order Period of Performance”

As it appears on each Task Order, the Task Order Period of Performance specifies the date on which the work shall commence and the date on which the work shall be completed. The commencement date may or may not coincide with the date of award defined in B.4.4 above. In any event, the Period of Performance shall dictate the time frame in which work under the Task Order is to be performed.

B.4.6 “Management Work Plan”

A document prepared by the Contractor which describes the work the Contractor will perform to satisfy the requirements of the Government for a particular Task Order. The plan shall include a project summary, description of activities that will be performed to deliver the required products and/or services, completion schedule and milestone chart, staffing schedule, and itemized costs.

B.4.7 “Deliverable Products”

Any tangible deliverable product produced as the result of requirements specified in the Contract. A Deliverable Product may include: Progress reports; Data reports; Events reports; and Final reports. All deliverable products developed under the auspices of this Contract become the property of the U.S. Government.

B.4.8 Travel Costs

Travel costs shall be reimbursed in accordance with FAR Part 31, as applicable to the Contract, including all appropriate indirect costs allocated in accordance with the Contractor’ usual accounting practices consistent with the FAR.

Costs incurred for lodging, meals and incidental expenses shall be reimbursed only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (for travel in the conterminous United States) and the Joint Travel Regulations (for travel in Alaska, Hawaii, Puerto Rico and territories and possessions of the United States). Specific written approval from the Contracting Officer must be obtained in advance of any travel to foreign areas.

Non-reimbursed Travel: Travel expenses of any kind incurred for personal convenience between home and Contractor’s business location (or, in the case of subcontractor

personnel, home and the subcontractor) will not be reimbursed hereunder. Costs for travel to and from NHTSA Headquarters involving the Contractor or Subcontractor personnel assigned to NHTSA will not be reimbursable under the resultant Contract. Any questions concerning NHTSA travel policy shall be directed to the Contracting Officer before costs are incurred.

NHTSA shall reimburse travel costs in accordance with the cost principles and procedures of FAR Part 31.205-46, Travel Costs as follows:

- (a) Travel for such personnel shall be governed by the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States; or
- (b) Travel for such personnel shall be governed by the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribe by the Department of Defense (DoD), for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States; or
- (c) Travel for such personnel shall be governed by the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances For Foreign Areas, prescribe by the Department of State, for travel in areas not covered above.

The Federal Travel Regulations are available, on a subscription basis, from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. When ordering, the stock numbers for (a), (b), and (c) above are 922-002-00000-2, 908-010-00000-1, and 744-008-00000-0, respectively.

B.4.9 Labor Categories and Descriptions: The following defines the duties each labor category may be responsible for performing. This list, however, is not to be considered all inclusive.

- a. The **Program Manager** shall have a general background in most of the technical areas specified in the RFP. Knowledge of NHTSA cost estimating methodology is desirable. Extensive experience in managing automotive engineering programs using multi-disciplinary personnel is required. Demonstrated competence in managing complex programs which involve extensive coordination between contractor, sub-contractor, and client to achieve contract objectives is desired.

- b. The **Task Manager** shall have specific experience in manufacturing, automotive, and/or safety engineering. Relevant experience may include the following areas: plastics technology; occupant restraint design and development; computer assisted design and modeling; time and motion analysis; biomechanics; mechanical engineering; tires; brakes; fuel systems; engine and power train development; chassis and suspension design; body design; lighting and visibility; test procedures; accident investigation; or other related disciplines. Specific experience in directing cost, weight, and lead time projects is required. The Task Manager(s) must have the ability to communicate task objectives and project details with the Program Manager and other parties involved with the task order.
- c. The **Automotive Design/Structural Engineer** shall have extensive experience in automotive design/development within the auto industry. This individual will serve as the primary source expertise in such disciplines as: biodynamics, vehicle crashworthiness, body engineering, vehicle seat structure and strength, tires, brakes, handling and stability, child restraint design, and any other specialties that are required.
- d. The **Senior Process Engineer** shall have direct experience working with or for automotive manufacturer(s) or their suppliers in developing from performance and/or engineering specifications, the detailed manufacturing processes needed and the related cost, weight, and lead time impacts. Must have knowledge of engineering/design aspects of safety systems, vehicle dynamics, and crashworthiness. Must be able to develop and identify research, test, and manufacturing processing changes necessary to meet improved performance requirements desired. Must have capability to develop detailed high-volume process operation cost and weight estimates needed for the improved performance requirements. Relevant experience may include the following areas: tires, brakes, fuel systems, engines, chassis and suspensions, body design, lighting and visibility, accident investigation and analysis, compliance testing, or other related disciplines.
- e. The **Junior Process Engineer** shall have direct experience working with or for automotive manufacturers. Should have knowledge of mass production processes; lead time, tooling, and manufacturing technologies; materials and facilities needed for vehicles and vehicle components. Relevant experience should include at least the following disciplines: industrial process cost estimating, activity based cost accounting, time and motion analysis, developing variable burden application rates, capital expenditure analysis, and lead time analysis. Must have the ability to develop the necessary motor vehicle or motor equipment design change upgrades that would be required on baseline vehicles

and equipment for candidate safety standard and compliance test proposal specifications.

- f. The **Senior Manufacturing Engineer** shall have expert knowledge of specific production processes required to fabricate safety equipment (e.g., air bags, antilock brake systems, integrated seat belts, etc.). Relevant experience should cover specific areas of production technology to include chemical coatings, weaving (air bag fabric, upholstery), sewing (air bag fabric, belt webbing, upholstery), stamping, forging, welding, etc.
- g. The **Junior Manufacturing Engineer** shall have qualifications similar to the Senior Manufacturing Engineer except experience will be less extensive.
- h. The **Senior Cost Specialist** shall have extensive experience in cost estimating and analysis within the auto industry. Should be highly experienced in developing labor rates, material conversion costs, and appropriate variable and fixed burden rates for even the most elemental operations of a given process. The Senior Cost Specialist must be able to provide cost estimates to within five decimal places. This individual should have demonstrated expertise in the field of cost accounting. In particular, he/she must demonstrate mastery of variable costing and activity based costing as practiced by the auto industry and NHTSA.
- i. The **Junior Cost Specialist** shall have qualifications similar to those of the Senior Cost Specialist except experience will be less extensive.
- j. The **Technical Writer/Editor** shall write/rewrite and edit technical material in close cooperation with the engineers. In addition, this individual coordinates the efforts of technical artists and illustrators; may prepare original text based on input from technical, scientific, and other professional staff; and approves layout of camera-ready copy and graphic design.
- k. The **Clerical/Secretary** shall provide standard typing/word processing support to the Contractor along with other appropriate administrative services.

B.5. PRICE SCHEDULE

BASE PERIOD (Twenty-four (24) Months)
(1 month through twelve month afterward)

LOADED HOURLY RATES

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
1000	Program Manager	\$ _____	\$ _____
1001	Task Manager	\$ _____	\$ _____
1002	Automotive Design/Structural Engineer	\$ _____	\$ _____
1003	Senior Process Engineer	\$ _____	\$ _____
1004	Junior Process Engineer	\$ _____	\$ _____
1005	Senior Manufacturing Engineer	\$ _____	\$ _____
1006	Junior Manufacturing Engineer	\$ _____	\$ _____
1007	Senior Cost Specialist	\$ _____	\$ _____
1008	Junior Cost Specialist	\$ _____	\$ _____
1009	Technical Writer/Editor	\$ _____	\$ _____
1010	Clerical/Secretary	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)

1011	_____	\$ _____	\$ _____
1012	_____	\$ _____	\$ _____
1013	_____	\$ _____	\$ _____

Subcontract Labor (If Applicable)

1014	_____	\$ _____	\$ _____
1015	_____	\$ _____	\$ _____
1016	_____	\$ _____	\$ _____

1017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any _____%

1018 Offeror's applied Indirect Rate to "Travel", if any _____%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

BASE PERIOD (Twenty-four (24) Months)

(13 months through twelve-four months afterward)

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
2000	Program Manager	\$ _____	\$ _____
2001	Task Manager	\$ _____	\$ _____
2002	Automotive Design/Structural Engineer	\$ _____	\$ _____
2003	Senior Process Engineer	\$ _____	\$ _____
2004	Junior Process Engineer	\$ _____	\$ _____
2005	Senior Manufacturing Engineer	\$ _____	\$ _____
2006	Junior Manufacturing Engineer	\$ _____	\$ _____
2007	Senior Cost Specialist	\$ _____	\$ _____
2008	Junior Cost Specialist	\$ _____	\$ _____
2009	Technical Writer/Editor	\$ _____	\$ _____
2010	Clerical/Secretary	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)

2011	_____	\$ _____	\$ _____
2012	_____	\$ _____	\$ _____
2013	_____	\$ _____	\$ _____

Subcontract Labor (If Applicable)

2014	_____	\$ _____	\$ _____
2015	_____	\$ _____	\$ _____
2016	_____	\$ _____	\$ _____

2017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any _____%

2018 Offeror's applied Indirect Rate to "Travel", if any _____%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

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OPTION PERIOD (Thirty-six (36) Months)
(25 months through 36 months afterward)

LOADED HOURLY RATES

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
3000	Program Manager	\$ _____	\$ _____
3001	Task Manager	\$ _____	\$ _____
3002	Automotive Design/Structural Engineer	\$ _____	\$ _____
3003	Senior Process Engineer	\$ _____	\$ _____
3004	Junior Process Engineer	\$ _____	\$ _____
3005	Senior Manufacturing Engineer	\$ _____	\$ _____
3006	Junior Manufacturing Engineer	\$ _____	\$ _____
3007	Senior Cost Specialist	\$ _____	\$ _____
3008	Junior Cost Specialist	\$ _____	\$ _____
3009	Technical Writer/Editor	\$ _____	\$ _____
3010	Clerical/Secretary	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)

3011	_____	\$ _____	\$ _____
3012	_____	\$ _____	\$ _____
3013	_____	\$ _____	\$ _____

Subcontract Labor (If Applicable)

3014	_____	\$ _____	\$ _____
3015	_____	\$ _____	\$ _____
3016	_____	\$ _____	\$ _____

3017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any _____%

3018 Offeror's applied Indirect Rate to "Travel", if any _____%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

B.5.B PRICE SCHEDULE –

**OPTION PERIOD (Thirty-six (36) Months)
(37 months through 48 months afterward)**

LOADED HOURLY RATES

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
4000	Program Manager	\$_____	\$_____
4001	Task Manager	\$_____	\$_____
4002	Automotive Design/Structural Engineer	\$_____	\$_____
4003	Senior Process Engineer	\$_____	\$_____
4004	Junior Process Engineer	\$_____	\$_____
4005	Senior Manufacturing Engineer	\$_____	\$_____
4006	Junior Manufacturing Engineer	\$_____	\$_____
4007	Senior Cost Specialist	\$_____	\$_____
4008	Junior Cost Specialist	\$_____	\$_____
4009	Technical Writer/Editor	\$_____	\$_____
4010	Clerical/Secretary	\$_____	\$_____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)

4011	_____	\$_____	\$_____
4012	_____	\$_____	\$_____
4013	_____	\$_____	\$_____

Subcontract Labor (If Applicable)

4014	_____	\$_____	\$_____
4015	_____	\$_____	\$_____
4016	_____	\$_____	\$_____

4017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any _____%

4018 Offeror's applied Indirect Rate to "Travel", if any _____%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

B.5.B PRICE SCHEDULE

**OPTION PERIOD (Thirty-six (36) Months)
(47 months through 60 months afterward)**

LOADED HOURLY RATES

<u>CLIN</u>	<u>Labor Categories</u>	<u>Regular</u>	<u>Overtime</u>
5000	Program Manager	\$ _____	\$ _____
5001	Task Manager	\$ _____	\$ _____
5002	Automotive Design/Structural Engineer	\$ _____	\$ _____
5003	Senior Process Engineer	\$ _____	\$ _____
5004	Junior Process Engineer	\$ _____	\$ _____
5005	Senior Manufacturing Engineer	\$ _____	\$ _____
5006	Junior Manufacturing Engineer	\$ _____	\$ _____
5007	Senior Cost Specialist	\$ _____	\$ _____
5008	Junior Cost Specialist	\$ _____	\$ _____
5009	Technical Writer/Editor	\$ _____	\$ _____
5010	Clerical/Secretary	\$ _____	\$ _____

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)

5011	_____	\$ _____	\$ _____
5012	_____	\$ _____	\$ _____
5013	_____	\$ _____	\$ _____

Subcontract Labor (If Applicable)

5014	_____	\$ _____	\$ _____
5015	_____	\$ _____	\$ _____
5016	_____	\$ _____	\$ _____

5017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any _____%

5018 Offeror's applied Indirect Rate to "Travel", if any _____%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B.4.3 of the solicitation regarding overtime payment.

SECTION C - DESCRIPTION, SPECIFICATION, WORK STATEMENT

C.1 BACKGROUND

The National Highway Traffic Safety Administration's (NHTSA) has comprehensive programs to evaluate proposed and existing motor vehicle safety regulations to determine their effectiveness, benefits, and costs. These programs include (1) estimation of the incremental weights and initial costs of safety features that have been proposed in Agency initiatives to enhance motor vehicle safety in accordance with the National Traffic and Motor Vehicle Safety Act of 1966 as amended and (2) evaluation of the weight and initial consumer cost of components that have been modified or added to motor vehicles in order to comply with the performance requirements of existing regulations.

C.2 PURPOSE

The purpose of this project is to award several Indefinite Quantity Contracts on a Time and Materials basis to different contractors with a range of research skills in field data collection, human factors and technological research. Many potential research opportunities will require a quick response or turn-around. Under the resultant IQCs, the Government will issue sole-source and competitive Task Orders to obtain professional and technical services.

C.3 GENERAL REQUIREMENTS

The Contractor shall be required to conduct cost studies of motor vehicle equipment and perform detailed engineering "teardown" analyses to provide definitive cost and weight estimates of this equipment. The Contractor shall be required to dismantle the systems and subsystems of the motor vehicle equipment under study for cost and weight analysis. The results will serve as the basis for NHTSA'S evaluation of the costs, weights, and lead time impacts of proposed initiatives, and compliance with the performance requirements of existing regulations.

C.4 GENERAL REQUIREMENTS

The following are examples of tasks which the contractor may be required to complete while performing under this contract. The exact requirements will be identified in each individual Task Order.

C.4.1 Conduct Initial Project Briefing. The Contractor shall be required to meet with the

Contracting Officer's Technical Representative (COTR) and/or Task Order Manager (TOM), and other interested NHTSA personnel in Washington, DC at the Headquarters of the Department of Transportation/NHTSA within fourteen (14) days. This meeting will ensure the Contractor and the COTR and/or TOM have a common understanding of the project. In addition, they will discuss the project's objectives, planned course of action, milestones/deliverables and resolve any differences between the Government's technical approach and the Contractor's approach.

C.4.2 Conduct Vehicle Systems Analysis. The Contractor shall be required to research and select the make-model passenger cars and light truck vehicles (pickup trucks, sports utility vehicles, and minivans) that represent high volume models within each market class.

C.4.3 Determine Sampling Plan for Teardown Cost Analysis. The Contractor shall be required to develop a sampling plan of motor vehicles that have equipment related to the motor vehicle regulation being studied in order to determine the cost and weight attributed to that regulation. The sample shall be developed based on task order specifications but will generally provide a variety of designs, manufacturers (both foreign and domestic), vehicle market classes, and vehicle sizes. In addition, instances may occur where a regulation affects more than one vehicle type; therefore, a separate sampling plan shall be developed for each vehicle type. Furthermore, where motor vehicle models have equipment in place before the establishment of a regulatory requirement and are then modified in subsequent model years to meet the requirements, the sampling plan shall be made up of matched pre- and post-regulation models. The sampling plan shall include also motor vehicle models that may be used as substitutes.

The COTR and/or TOM shall review the recommended sample of motor vehicles and proposed substitutes and shall notify the Contractor in writing as to the sample selected for study. The sample must be approved by the COTR and/or TOM before the Contractor can proceed.

The Contractor shall acquire the motor vehicle equipment from a variety of sources: vehicles being tested by NHTSA or one of its Contractors, motor vehicle dealers, testing labs, salvage yards, or other sources. In all instances, the equipment must be in the same condition as the original equipment at the time the motor vehicles were manufactured. The Contractors shall not acquire motor vehicles or motor vehicle equipment for manufacturers or other entities regulated by NHTSA

C.4.4 Conduct Motor Vehicle Equipment Teardown Cost and Weight Analysis. The Contractor shall be required to acquire and perform a physical teardown of the motor vehicle equipment under study in the sampling plan into its most elemental parts. This is necessary so that the Contractor can identify the process operation by which each elemental part is made in terms of:

- Labor minutes
- Direct materials and scrap
- Machine occupancy hours or stations times
- Machinery, equipment, and tooling utilized.

Using prevailing labor and material costs, the Contractor shall be required to determine the variable manufacturing costs and total manufacturing costs for each elemental part, component, subassembly, and complete assemblies that constitute each system under study. The Activity Based Costing methodology shall be used to assign variable and fixed burden costs to each unit of an end product. Specific cost elements that the Contractor shall be required to isolate and identify include the following:

- Direct labor dollars per unit (Michigan rates, union shops)
- Direct material costs and scrap allowance per unit
- Variable burden cost per unit, including indirect labor and other costs that vary with production volume
- Fixed burden per unit
- Capital investments required at prevailing annual sales volumes – property, plant, equipment, and tooling
- Depreciation schedules for property, plant, and equipment
- Amortization schedules for special tooling

The Contractor shall be required to accumulate and reconcile variable manufacturing costs, fixed burden, capital investment, and weight data on the motor vehicle equipment under study. For those components provided by outside suppliers, the Contractor shall be required to determine the price paid by the manufacturer where possible. In the absence of supplier pricing data, the Contractor shall be required to determine the variable manufacturing cost for each purchased part by manufacturing process analysis and assume internal sourcing in the establishment of the manufacturer's variable manufacturing costs. The Contractor shall be required to determine the markup on variable manufacturing costs to supplier selling price.

The Contractor shall be required to provide detailed manufacturing process operation worksheets and/or computer printouts which clearly show how variable manufacturing costs, fixed burden, and weights are accumulated and reconciled from each part to its parts group and from parts group to the total system.

The Contractor shall be required to weigh and tag each component after teardown. After determining material content and the manufacturing process and costs, the Contractor shall be required to appropriately identify and lay out the components and photograph them in such a manner that the component size in inches and/or centimeters can be determined from the photograph.

C.4.5 Conduct Midterm Review. The Contractor shall be required to conduct a briefing for NHTSA personnel describing the progress of the project. The systems and subsystems dismantled for cost and weight analysis will be reviewed, along with the manufacturing processes developed for these units. In support of the briefing, the Contractor shall be required to provide visual aids such as photographs, transparencies, display boards, and videos. Therefore, the Contractor should have access to these capabilities, either in house or through a subcontractor/consultant.

C.4.6 Prepare Monthly Progress Report. The Contractor shall be required to furnish monthly progress reports electronically to the NHTSA COTR and/or TOM. In addition, the Contractor shall be required to provide one original (hard copy) to the NHTSA Contract Specialist. The monthly progress report shall be in Microsoft word format and may be delivered by regular mail. At a minimum, the progress report shall include a narrative description of the following items:

- Accomplishments made during the reporting period.
- Funds status by major cost element, month's obligations, cumulative obligations, estimated cost to complete, and percent of cost expended versus percent of completion.
- Plans for accomplishments in next reporting period.
- Preliminary or interim results, conclusions, trends or other items of information that the Contractor believes are of interest to NHTSA.
- Problems or delays that the Contractor has experienced in the conduct of his/her services.
- Specific action that the Contractor would like NHTSA to undertake to alleviate a problem.

C.4.7 Submit Draft Final Report. The Contractor shall be required to submit a Draft Final Report to the NHTSA COTR and/or TOM for review and comment. The report shall be developed to document the findings, including appropriate photographs, drawings, tables, and other exhibits. The Contractor shall be required to provide definitive cost and weight data for the identified systems in the report in accordance with the following format:

- The **Abstract** shall consist of a brief one-page description of the project and results.
- The **Summary of Findings** shall present narrative and tables in summary form for each system. This means that costs and weight data shall be aggregated at the parts grouping level, e.g., hydraulic modulator, pump motor, sensors, etc.
- The **Engineering Analysis** shall provide a detailed description of each system and how each subsystem (parts group) works. The objective here is to educate the decision maker as to the operating principles of each subsystem and the system as a whole.
- The **Cost and Weight Analysis** shall provide a highly detailed analysis of the costs and weights required to manufacture and install each system in a high volume passenger vehicle (250,000 units per year). All tables shall be developed by the Contractor and

approved by the COTR and/or TOM.

- **Appendices** shall be provided as required.
- **Illustrations and photographs** of the different components of each parts group to support the cost and weight analysis shall be included in the report. All costs and weights of each part must be traceable to an illustration of the applicable subsystem (parts group). Parts, components, subassemblies, and completed assemblies must be labeled by placing the variable manufacturing costs and weights, above, below, or alongside the specific item being illustrated.

The NHTSA COTR and/or TOM and other NHTSA staff shall review the Draft Final Report, provide comments, and return it to the Contractor for correction.

C.4.8 Submit Final Report. The Contractor shall be required to provide a Final Report which will discuss all significant outcomes under this contract and incorporate the NHTSA COTR and/or TOM's comments under the Draft Final Report. The Contractor shall be required to provide the Final Report electronically to the NHTSA COTR and/or TOM, in addition to one original (hard copy) to the NHTSA Contract Specialist and one original (hard copy), two bound reproductions, and one CD-ROM to the NHTSA COTR and/or TOM via regular mail.

SECTION D - PACKAGING AND MARKING

Preservation, packaging, and packing of all shipments or mailing of all work delivered under the resultant Contract shall be done in accordance with good commercial practices and to ensure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

All deliverables under the resultant Contract shall be sent to the “Place of Delivery”, as specified in Section F, Deliveries or Performances, Subsection F.3, Deliverables and Milestones, and under each individual Task Order (See Note).

NOTE Due to the increased security concerns in the Washington DC area, deliverables sent via U.S. Postal Service can be delayed or damaged as a result of an intensified screening process. Because of this, the contractor should avoid sending any deliverables or other correspondence via USPS. To the maximum extent possible, all deliverables should be sent via e-mail. In the event e-mail cannot be used, then deliverables should be sent via commercial carrier (e.g. FEDEX, UPS, etc.) It is preferred that any deliverables sent commercial carrier be saved on electronic medium (i.e. CD ROM) and formatted in Microsoft Word, Excel, or PowerPoint. PDF files are also allowable but not preferred.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-6 INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

- (a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the Warranty Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as prompt as practicable after delivery, and they shall be presumed accepted sixty (60) days after the date of

delivery, unless accepted earlier.

- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements.

Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g)
 - (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for default.
 - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered

under this contract.

- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 INSPECTION AND/OR ACCEPTANCE

The NHTSA COTR and/or TOM as designated in this contract shall be responsible for inspecting all services and deliverables rendered under this contract and for recommending acceptance or replacement/correction of services or deliverables that fail to meet the contract requirements to the NHTSA Contracting Officer.

SECTION F - DELIVERIES OR PERFORMANCES

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.arnet.gov/far>

NOTE: Those clauses marked with an “X “are hereby incorporated by reference.

 X 52.242-15 Stop Work Order (AUG 1989)
 — Alternate I (APR 1984)

 X 52.247-35 F.O.B. Destination, Within Consignee’s Premises
 (APR 1984)

F.2 PERIOD OF PERFORMANCE

F.2.1 Base Period

All work required hereunder, including preparation, submission, review of any and all reports, shall be completed within the Base Period of Twenty-four (24) months after the effective date of the resultant Contract.

F.2.2 Option Period

The Government reserves the right to extend the term of the contract by exercising one (1) thirty-six month option period, subject to the terms of Section H.2, **OPTION TO EXTEND THE TERMS OF THE CONTRACT**. The total possible period of performance (to include the option period) is sixty (60) months.

F.2.3 Period of Performance: Task Orders

- a. Task Orders may be placed under the resultant Contract from the effective date of the Contract through the Contract’s scheduled expiration date. However, the performance period of such individual Task Orders may extend beyond the Contract’s expiration date and shall have precedence, except that the performance of the individual Task Order shall not exceed the Contract’s expiration date (expiration date of the Base period or

expiration date of the exercised option period) by more than three (3) months. All terms and conditions of the Contract shall be in effect until such time as all Task Orders have been completed.

- b. If the Government **does not exercise** the option to extend the term of the resultant Contract, and the performance period of an executed Task Order extends past the expiration date of the Contract's Base Period, the Government shall reimburse the Contractor at the rates specified in the executed Task Order.
- c. If the Government **does exercise** the option to extend the term of the resultant Contract, during which work will be performed under a Task Order executed during the previous term, the Contractor may submit a proposal/request to modify such a Task Order to accommodate the labor rates in effect during the extended Contract term. The Contractor will be required to submit such a proposal/request so that it is received by the Contracting Officer no more than thirty (30) calendar days after the option to extend the term has been exercised; any such proposal/request must identify the hours expended during the previous term, and the projected hours to complete the Task Order during the extended term. The Contracting Officer will assess the proposal/request and, as appropriate, modify the Task Order to allow for billing at the applicable rates and provide for any necessary funding adjustments.

F.3 DELIVERABLES and MILESTONES

a. Delivery/Milestone schedule

The following Deliverable/Milestone schedule applies to the resultant Contract:

<u>Item No.</u>	<u>Deliverables (D)/Milestones (M)</u>	<u>Due Date After Contract Award</u>
1.	Contract Kick-off Meeting (<i>M</i>)	14 calendar days
2.	Task Order Progress Report (<i>M</i>) (<i>D</i>)	To be determined (TBD) when each new Task Order is initiated.

3. Additional Items as Specified on Delivery Schedule of Each Task Order, as required
(M) (D)
- To be determined when each new Task Order is initiated.
- b. Place of Delivery/Number of Copies
All deliverable items shall be furnished to the following addressees as indicated below:

<u>Item</u>	<u>Address</u>
2,3	Department of Transportation National Highway Traffic Safety Administration Office of Regulatory Analysis and Evaluation, 1200 New Jersey Avenue S.E. Attn: TBD Washington, D.C. 20590 Telephone # (202) E-mail address:
2,3	Department of Transportation National Highway Traffic Safety Administration Office of Acquisition Management, NPO-320 1200 New Jersey Avenue S.E. 5 th Floor Washington, D.C. 20590 Attn: TBD, Contracting Officer E-mail address:

F.4 BRIEFING/MEETINGS AND REPORTING REQUIREMENTS

- a. It is envisioned that meetings, conferences, and conference calls between NHTSA and the Contractor will be required during term of the resultant Contract.
- b. Task Order Progress Reports – The information to be contained in the Task Order Progress Reports shall include:
- Work performed during the period being reported.
 - Any problems encountered and how those problems were resolved.
 - Any action required of NHTSA.
 - A statement comparing the anticipated progress to date vs. actual progress to date.
 - A statement comparing the anticipated funds expended to date vs. actual funds

expended to date.

- Work anticipated for the next reporting period.
- Any other information the Contractor feels is important to report.
- Any other information which may be required of the specific Task Order.

c. Task Order Final Report/End Product – The Task Order Final Report and/or End Product will be specified by each Task Order issued under the resultant Contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDERS

Task Orders will be used to obtain the required services and other support involving activities stated in Section C as identified by the Government. Task Orders performed under the resultant Contract shall be negotiated and ordered on an as-required basis by the NHTSA Contracting Officer (CO).

The following procedures will be used in issuing Task Orders under the resultant Contract:

- a. NHTSA personnel will prepare a statement of the work requirements, including projected milestones and deliverables, and a description of the necessary support required. The NHTSA CO shall submit the proposed Task Order to the Contractor for evaluation.
- b. The Contractor shall prepare and submit to the NHTSA CO an estimate of the resources necessary to fulfill the work requirements and the proposed cost. The cost proposal shall be submitted on a time-and-materials basis. The prices proposed by the Contractor for that Task Order requirement shall incorporate the prices listed in Section B at the rates in effect on the date the proposal is submitted. The Contractor shall also include, as a negotiable item, any other direct cost not otherwise provided for in Section B, but deemed necessary for the performance of work. The Contractor may, on occasion, be required to submit a Technical proposal as well.
- c. The NHTSA CO and the NHTSA program personnel will evaluate the Contractor's proposal, clarify or discuss any concerns, agree upon a ceiling amount for the work being ordered and the delivery schedule. After discussions (as necessary), both parties will agree upon a Task Order ceiling amount. The Contractor shall sign the Task Order form and provide to the Contracting Officer who will then fully execute the Task Order. A copy of the Fully Executed Task Order shall be forwarded to the Contractor. On occasion, Personnel assignments proposed by the Contractor may be approved by the NHTSA CO prior to appointments being made. The NHTSA CO reserves the option to refuse a personnel appointment
- d. Task Orders shall be bilateral agreements between NHTSA and the

- Contractor.
- e. The executed Task Order shall include a name of the Task Order Manager (TOM) who will be responsible for monitoring the progress of the Task Order.
 - f. At any time during the performance of the Task Order, either party may request that a supplemental agreement be effected. If both parties agree of the need for a supplemental agreement, the agreement shall be effected through a bi-lateral modification to the Task Order.

G.2 TASK ORDER FORMAT AND CONTENT

Each Task Order issued under the resultant Contract shall be executed by authorized representatives of both parties and shall consist of the following:

- a. A face page which identifies the Contract Number and the assigned Task Order Number. The Task Order shall identify the Fiscal Year and be numbered.
- b. A project title and statement of work, identifying milestones and deliverables, including any reporting requirements.
- c. A period of performance.
- d. A financial administration section which indicates the Task Order Ceiling Price based upon the labor-hours and other direct costs. This section shall specify the amount obligated and the accounting data charged with the obligation. In addition, the frequency of invoicing and the designated billing office shall be stated.
- e. A list of any Contractor employees identified as Key Personnel. In addition, if applicable, the designation of the NHTSA Task Order Manager (TOM) for each individual Task Order.
- f. A Property section if the Contractor is authorized to acquire, or if the Government is obligated to furnish, property under the Task Order. Title determination shall be specified if property acquisition is authorized.
- g. Any other special provisions appropriate for the Task Order for which discussions were conducted and agreement reached by the parties. Such provisions may involve limitations on the use of proprietary data, rights in

computer software, etc.

G.3 LIMITATION OF FUNDS (TASK ORDERS)

- a. The amount presently available for payment by the Government and allotted to any Task Order issued under the resultant Contract will appear on each individual Task Order face page under the heading "Accounting and Appropriation Data" as "Funds Currently Available". The period of performance covered by the "Funds Currently Available" will appear next to the heading "Funded Period of Performance." For Task Orders not fully funded at time of Task Order award, the parties contemplate that the Government will allot additional funds incrementally up to the ceiling specified on each individual Task Order. The Contractor agrees to perform, or have performed, work on each Task Order up to the point at which the total amount paid and payable by the Government under any Task Order approximates, but does not exceed, the total amount actually allotted by the Government to the Task Order.
- b. The Contractor shall notify the NHTSA CO in writing whenever it has reason to believe that the costs it expects to incur under any Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified on the Task Order as "Funded Period of Performance."
- c. Sixty (60) days before the end of the period specified on any Task Order, the Contractor shall notify the NHTSA CO in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Task Order and when the funds will be required.
- d. If, after notification, additional funds are not allotted by the end of the funded period specified on any Task Order or another agreed-upon date, upon the Contractor's written request the NHTSA CO will terminate the Task Order on that date in accordance with the provisions of the Termination clause of this Contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the NHTSA CO may terminate the Task Order on that later date.
- e. Except as required by other provisions of the resultant Contract, specifically citing and stated to be an exception to this clause-
 - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to any Task Order; and

- (2) The Contractor is not obligated to continue performance under any Task Order (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the amount than allotted to any Task Order by the Government until the NHTSA CO notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to any Task Order under the resultant Contract.
- f. No notice, communication, or representation in any form other than that specified in subparagraph e.(2). above, or from any other person other than the NHTSA CO, shall affect the amount allotted by the Government to any Task Order under the resultant Contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to any Task Order, whether incurred during the course of the Task Order or as a result of termination.
- g. When, and to the extent that the amount allotted by the Government to any Task Order is increased, any costs the Contractor incurred before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the NHTSA CO issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- h. Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.
- i. Nothing in this clause shall affect the right of the Government to terminate any Task Order under the resultant Contract, or the Contract in its entirety. If this Contract, or any Task Order under the resultant Contract, is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under Task Order.

G.4 SUBMISSION OF INVOICES

In order to be considered a “proper invoice,” the following information must be included:

- 1. Name and address of the contractor.
- 2. Invoice date and invoice number. The contractor should date invoices as close as

possible to the date of the mailing or transmission.

3. Timeframe covered by the invoice.
4. NHTSA Contract number and specific Task Order number .
5. NHTSA Contracting Officer's Name.
6. NHTSA Task Order Manager's name.
7. Itemization of costs to include:
 1. Contract Line Item Number (CLIN);
 2. Number of hours worked for each Labor Category billed;
 3. Associated Labor Rate for each Labor Category billed;
 4. Identification of Other Direct Costs;
 4. Total reimbursement requested for that specific invoice;
 5. Cumulative Total of reimbursements to date;
 6. Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing personnel used, hours worked, and amounts charged.. Other Direct Costs are to be substantiated by individual receipts. Both types of documentation shall be retained by the contractor and made available for the Government's inspection on an "as-required" basis. In addition to the current billing period, the invoice shall identify the cumulative totals.
 7. Name and address of contractor official to who questions regarding payment should be referred.
 8. Taxpayer Identification Number (TIN).
 9. The contractor shall certify that the hours worked and individuals being charged to the Government are correct, and that the dollar amounts invoiced were incurred for the work billed.
 10. If the invoice does not comply with these requirements, the invoice will be returned

as an improper invoice within seven (7) calendar days after receipt.

G.5 PAYMENTS

Payments under the resultant Contract shall be in accordance with the provisions of FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007) and 52.232-25 Prompt Payment (OCT 2003), both of which are incorporated by reference under this Solicitation and resultant Contract.

G.6 PAYMENT DUE DATE

For purposes of the resultant Contract, interim payments for incremental performance under an individual Task Order shall be treated as “contract financing payment” and the final payment provided under an individual Task Order at the completion of the work requirements shall be treated as an “invoice payment” as these terms are defined in FAR subpart 32.

- a. Payments under this contract will be due on the 30th calendar day after the later of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The date the supplies and/or services are accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications system shall be considered to be the date payment is made.

G.7 INTEREST ON OVERDUE PAYMENTS

- (a) Invoice payments shall be assessed an interest penalty for payment delays in accordance with the provisions of FAR 52.232-25 Prompt Payment (OCT 2003).
- (b) Contract financing payments shall not be assessed an interest penalty for payment delays.

G.8 METHOD OF PAYMENT BY ELECTRONIC FUNDS TRANSFER

Payments made under the resultant Contract shall be made via Electronic Funds Transfer (EFT). To facilitate this method of payment, the Contractor shall register in the Central Contractor Registration (CCR) database pursuant to FAR Clause 52.204-7 (JULY 2006),

Central Contractor Registration. The Contractor shall remain so registered in the CCR database until final payment is submitted and made.

Additionally, the Contractor shall comply with the requirements of solicitation provision 52.232-38, Submission of Electronic Funds Transfer Information With Offer (MAY 1999), found in full text in Section L, and resultant Contract clause 52.232-33, Payment by Electronic Transfer – Central Contractor Registration, which has been incorporated by reference in Section I, Clauses.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)/ TASK ORDER MANAGER (TOM)

The government's administration and monitoring of this contract shall be the responsibility the NHTSA Contracting Officer and Contracting Officer's Technical Representative (COTR.) The government's technical oversight of each individual Task Order will be the responsibility of the Task Order Manager (TOM) identified in each Task Order.

- a. Neither the COTR nor the TOM are authorized to change the scope of work or specifications as stated in the contract (or Task Order), to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the price, delivery schedule, period of performance or other terms or conditions of the contract or Task Order.
- b. In the event any technical direction is interpreted by the contractor to be outside the scope of this contract or Task Order, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation immediately. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls outside the scope of the contract/Task Order and (2) the contractor's suggested revisions to the terms of the contract / Task Order necessary to implement the technical direction.
- c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract or associated Task Orders shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

G.10 REVIEW OF SERVICES AND TIME RECORDS

- (a) The official(s) designated below shall be responsible for appropriate review of all services to be performed under this contract. In so doing, such official(s) shall have the right to (1)

review for accuracy the Contractor's time and attendance records of all workers assigned under the contract; (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

Name: _____*

Address:

Telephone:

**To be announced at time of contract award.*

(b) Designation of "Alternate" COTR In the event that the NHTSA COTR and/or TOM of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR and/or TOM. The "Alternate" COTR and/or TOM shall have no other responsibility under the contract than to certify invoices only in the absence of the NHTSA COTR and/or TOM.

Name: _____*

Address:

Telephone:

**To be announced at time of contract award.*

G.11 CONTRACTOR'S PROJECT MANAGER

- a. The Contractor shall appoint a Project Manager who will be the Contractor's authorized supervisor for technical and administrative work performed under this contract. The Project Manager shall provide the single point of contact between the Contractor and the NHTSA COTR and/or TOM or other duly authorized representative under this contract.
- b. The Project Manager shall receive and execute, on behalf of the Contractor, such technical assignment directives as the NHTSA COTR and/or TOM or his duly authorized representative may issue within the terms and conditions of the resultant Contract.

G.12 TRANSPORTATION ACQUISITION REGULATION CLAUSE (TAR) 1252.237-73, KEY PERSONNEL AND/OR FACILITIES (APR 2005)

- a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from

time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

The Key Personnel and/or Facilities under this Contract:

NAME

POSITION

_____	_____
_____	_____
_____	_____.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the resultant Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days of contract expiration date.

H.2 52217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The Government may extend the term of this contract by one (1) thirty-six month option period by written notice to the Contractor prior to the expiration date; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

If the decision is made to extend the term of the Contract, the NHTSA Contracting Officer will execute a modification to the Contract prior to Contract expiration. If the Government exercises the Option Period to extend the term of the Contract, Section F.2 entitled: "Period of Performance" will be modified accordingly to reflect the new contract expiration date, and the estimated ceiling amount of the Contract will be modified to reflect the increase resulting from the exercised Option Period.

H.3 REPORTING REQUIREMENTS MATERIAL PREPARATION

Printing Specifications follow:

The Final Report shall be submitted in the following format for placement on NHTSA's homepage on the World Wide Web:

- Original Application Format, for example, *.pm5; *.doc; *.ppt, etc.

- HTML level 3.2 or later
- PDF file for viewing with Adobe Acrobat

All HTML deliverables must be delivered on either a standard 3.5' floppy disk or on a Windows 95 compatible formatted Iomega zip disk and labeled with the following information:

- Contractor name and phone number
- Names of relevant files
- Application program and version used to create the file(s)
- If the files exceed the capacity of a high density floppy, a Windows 95 compatible formatted Iomega zip disk is acceptable

Graphics must be saved in Graphic Interchange Format (GIF) or Joint Photographic Expert Group (JPEG). Graphics should be prepared in the smallest size possible, without reducing the usefulness or the readability of the figure on the screen. Use GIF for solid color or black and white images, such as bar charts, maps, or diagrams.

Use JPEG (highest resolution and lowest compression) for photographic images having a wider range of color or grayscale tones. When in doubt, try both formats and use the one that gives the best image quality for the smallest file size. Graphic files can be embedded in the body of the text or linked from the body text in their own files; the latter is preferable when a figure needs to be viewed full screen (640 x 480) pixels to be readable.

- Tabular data must be displayed in HTML table format.
- List data must be displayed in HTML list format.
- Pre-formatted text is not acceptable.
- Currently, frames are not acceptable.
- JAVA, if used, must not affect the readability or usefulness of the document, only enhance it.
- Table background colors may be used, but must not be relied upon (for example, a white document background with a table with colored background may look nice with white text, but the colored background does not show up on the user's browser so the text will be white against white and unreadable).
- All HTML documents must be saved in PC format and tested on a PC before delivery.

All HTML deliverables rendered under this contract must comply with the accessibility standards at 36 CFR 1194.22 that implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is available for viewing at the Access Board web site at **<http://www.access-board.gov/sec508/guide/1194.22htm>**. Unless otherwise indicated, the Contractor represents by signature of this contract that all deliverables comply with the Access Board standards.

H.4 **SPECIFICATIONS FOR FILM**

Any film required under the resultant Contract shall be provided in accordance with the following:

- a. **Specifications:** At the very beginning of the film, and for each separate segment, include an identification placard or slate covering the following description of the film:
 - 1) project title;
 - 2) test number where appropriate;
 - 3) date filmed;
 - 4) type of test, vehicle or product being filmed; and
 - 5) conditions of test or product being filmed
- b. **Film Preservation and Identification:** The film actually shot in the camera (the original) should never be screened. After the original is developed, add an identifying leader to the beginning of the film (the head) with the following on it:
 - 1) project title;
 - 2) inclusive test numbers where appropriate;
 - 3) the name, of the filming organization;
 - 4) contract number;
 - 5) date; and
 - 6) the word "original"
- c. **Film Editing:** Edit the work-print to remove extraneous material.
- d. **Films for Circulation:** Reproduce prints for distribution (release prints) from the original film based on the final edited work-print.
- e. **Film Abstract:** Prepare an abstract with catalog data the film's content to accompany the print forwarded to the Technical Information Services, NPO-200, 400 7th Street, SW, Washington, DC 20590. Sample of Document Analysis Work is appended.
- f. **Disposition of Films:** On or before the date specified in each Task Order, the Contractor shall deliver to the Technical Information Services, NPO-200:

- (a) The original film;
- (b) The B-wind master;
- (c) All other prints required by the contract; and
- (d) A copy of the abstract.

H.5 PHOTOGRAPHS AND LINE ART FOR CAMERA-READY COPY

Photographs and/or line art which included in any report and which are to be reproduced the same size should be affixed to the manuscript pages on which they will appear. No further work is required.

If changes must be made to Photographs or art (e.g. reductions or enlargements), each piece should be affixed separately to lightweight poster board, leaving a one (1) inch margin on all four (4) sides. The pieces should then be numbered sequentially in the lower right corner, with each number preceded by a capital "A" (e.g. A-1, A-2, A- 3, etc.). The same alpha-numeric sequence should be made with **light blue pencil** on the pages where the photos and art are to appear. This will help the printer determine exactly where each loose photo or piece of art belongs on the page. Do not write or mark on the front or back of any photo or piece of art.

NOTE: For any photograph or illustration (to include charts or graphs used in reports) supplied under this contract, the contractor must submit a release form with the photograph indicating that NHTSA has unlimited rights to use the photo in its publications and on its website. Note: The agency must review and approve the use of any release form under the contract.

H.6 CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither the Contractor nor any employee thereof shall divulge to any third party: any information relating to procedures used, results obtained or work required by and/or performed under the resultant Contract; or any information provided by any party to assist the Contractor in the performance of the resultant Contract without the written consent of the NHTSA CO.

H.7 NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLISHING

The Contractor agrees that neither the Contractor, nor any subcontractor, shall make public releases of information or any matter pertaining to the resultant Contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the NHTSA CO. The

provisions of this clause shall survive the expiration of the resultant Contract. Additionally, the provisions of this clause shall be included in all subcontracts at any tier.

H.8 STANDARDS OF EMPLOYEE CONDUCT

The Contractor is responsible for maintaining satisfactory standards of employee competency, conduct, and integrity.

H.9 508 COMPLIANCE

The Contractor may be required to ensure that electronic documents it prepares will meet the requirements of Section 508 of the Rehabilitation Act. The Rehabilitation Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. When an electronic document developed under this effort have been identified by NHTSA as necessary and required to meet the requirements of Section 508, it is understood that all reasonable costs incurred by the Contractor that are associated with meeting the requirements for Section 508 compliance will be fully reimbursed by the Government.

The Contractor should review Section 508 of the Rehabilitation Act (<http://www.accessboard.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://section508.gov/>) further information on these requirements.

Version APR 2007

H.10 COMPUTER PROGRAMS/DATA BASES/PRINTER LAYOUTS AND LOGIC TABLES (Revised May 1994)

A. General

All computer programs, data files, tables and associated documentation developed under the resultant Contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the NHTSA COTR and/or TOM before the due date, in accordance with the following paragraphs. All computer programs and data bases developed without Federal funds, and used in performance of the resultant Contract remain the property of the Contractor. If any programs or data bases are modified, however, and used in performance of the resultant Contract, title to the modified portion shall vest in the Government.

b. Computer Programs

For each computer program developed or modified under the resultant Contract, the following items and/or information shall be provided:

1. A general or "overview" flowchart which references the main program and

each called subprogram and operation of the system.

2. Detailed flowcharts for each section or subroutine of the system. These shall include reference to labels or addresses actually used in the program.
3. A brief narrative description of each flowchart.
4. A listing of all program source code. Sufficient comments to identify important procedures shall be included in the listing.
5. The source code itself on tape or disk, as appropriate.
6. Running instructions for the computer operator, including an explanation of all possible messages other than those provided by the computer manufacturer.
7. Running instructions for the user, including a full description of user "prompting" by the replies to the executive or command module in the case of a user-friendly program.

c. **Data Bases**

For data developed or modified under this contract, the following items and/or information shall be provided:

1. A copy of the data base.
2. Each data element (field) shall be defined as to format content, length, type of characters or numbers, and what must be present in the full case.
3. Each record and its format shall be defined completely, including all control symbols and fields.
4. Blocking shall be specified unambiguously.
5. Labels, sentinels, headers, tape marks and similar structures shall be specified.
6. Density, number of tracks, character codes and any special symbols shall be defined.

d. **Printer Layouts and Logic Tables**

Copies of the forms actually used shall be provided. These forms may be reproduced, if necessary, for clarity.

H.11 GOVERNMENT FURNISHED PROPERTY (GFP) and CONTRACTOR ACQUIRED PROPERTY (CAP)

- (a) Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to the Contractor for use in the performance of a contract. Additionally, property is considered Contractor Acquired Property (CAP) when the contractor has used contract funds to acquire it for the purpose of

performing the resultant Contract. The Government retains title of CAP. When CAP is subsequently transferred to another contract, physically or otherwise, it then becomes GFP.

- (b) The Contractor shall obtain the NHTSA CO written consent prior to purchasing any property for the Government's account, in accordance with Subcontracts Clause of the resultant Contract.
- (c) GFP and CAP shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.
- (d) Evidence of receipt of GFP and CAP shall be provided to the Government within (1) one week of receipt of said Government Property.
- (e) Evidence of receipt shall be provided in the following manner:

One (1) copy of each of the document(s) evidencing receipt of the property shall be sent to the following addresses:

DOT/National Highway Traffic Safety Administration
Property Control, NPO-230
1200 New Jersey Avenue, SE,
Washington, DC 20590

- (f) The Contractor may be required, by the direction of the NHTSA CO, to perform an annual property physical inventory to include both GFP and CAP. The Contractor shall report the results of this inventory to the Government to include the information required by the Transportation Acquisition Regulation (TAR) 1245.508-2. The Government will notify the Contractor of the effective dates of the report.
- (g) In accordance with Transportation Acquisition Regulation (TAR) 1245.505-14, Reports of Government Property, Contractors are required to submit a financial property report each year, for each contract, showing the dollar amount of Government property.

H.12 ACCESS TO SENSITIVE INFORMATION

Work under the resultant contract may involve access to sensitive information* **which shall not be disclosed by the contractor unless authorized by the contracting officer.** To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individuals' suitability to have such authorization. Contractor employees found by the Government to be un-suitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.

The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by investigations in accordance with DOT Order 1630.2B, Personnel Security Management. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

H.13 SPECIFICATIONS FOR ELECTRONIC FILES

Electronic files containing final test reports required under the resultant contract shall be provided in accordance with the following:

a. Specifications:

Electronic Master File:

- An electronic version of the final report shall be used as the “Master” report final copy. All hard-copy reports shall be generated from this electronic master file. A copy of the electronic master file shall be provided to NHTSA.

- Report Format:

- Font: 12 point Arial font shall be used throughout the report.
- Page Margins: Top, Right, and Bottom shall be ½ inch. Left margin shall be 1 inch. To insure correct formatting of the report regardless of which Hewlett-Packard LaserJet printer model is used (see printer specifications

below), it is suggested that two blank spaces, followed by a “hard page” [CNTRL-ENTER] be used at the bottom of each page of the report.

- Page Numbering: Upper right hand corner, using **bold Arial 12 point font**.

System Compatibility:

- All electronic files submitted must be compatible with the Windows XP Personal Computer (PC) system.
- For the base year of this contract the following requirements apply:
 - Software Application: The software application used to store the electronic file version of the final report (the Master File) shall be compatible with Microsoft Word 2003, currently in use at NHTSA, i.e., the file must be able to be opened and viewed in Microsoft Word 2003.
 - Printer: The report must print in the correct format, i.e. correct pagination, adequate text and image quality, etc., when printed using any Hewlett-Packard (HP) LaserJet Printer model.
 - Storage Medium: All electronic report copies shall be submitted on a ZIP disc, a compact disc (CD), or sent electronically as an e-mail attachment or posted on a secure website for downloading. Reports can be zipped, i.e. compressed, to save memory space as required. The discs or e-mail attachments may contain a single report or multiple reports. The NHTSA COTR will furnish his/her e-mail address to the Contractor (example: First name.Last name@dot.gov).
 - Image Formats: All images (photographs, charts, graphs, etc.) contained within a test report shall be imbedded in the report in a JPEG, TIFF, or a compatible Microsoft Office program (Excel, PowerPoint, and Outlook) file format. Photographs and plots should not be provided separately.
- For any of the option years exercised under the resultant Contract, NHTSA reserves the right to change the hardware and software requirements stated above, such that submitted electronic files continue to be compatible with PC systems and programs utilized by the Office of Research and Technology.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NOTE: Those clauses marked with an “X” are hereby incorporated by reference.

www.arnet.gov/far

<u>X</u>	52.202-1	Definitions (JUL 2004)
<u>X</u>	52.203-3	Gratuities (APR 1984)
<u>X</u>	52.203-5	Covenant Against Contingent Fees (APR 1984)
<u>X</u>	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
<u>X</u>	52.203-7	Anti-Kickback Procedures (JUL 1995)
<u>X</u>	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
<u>X</u>	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
<u>X</u>	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
<u>X</u>	52.204-4	Printed or Copies Double-Sided on Recycled Paper (AUG 2000)
<u>X</u>	52.204-7	Central Contractor Registration (Jul 2006)
<u>X</u>	52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

<u>X</u>	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
<u>X</u>	52.215-2	Audit and Records—Negotiation (JUN 1999)
<u>X</u>	52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
<u>X</u>	52.215-14	Integrity of Unit Prices (OCT 1997)
<u> </u>	52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
<u>X</u>	52.216-24	Limitation of Government Liability (Apr 1984)
<u>X</u>	52.217-8	Option to Extend Services (NOV 1999)
<u>X</u>	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005)
<u>X</u>	52.219-8	Utilization of Small Business Concerns (MAY 2004)
<u>X</u>	52.219-9	Small Business Subcontracting Plan (APR 2008)
<u>X</u>	52.219-14	Limitations on Subcontracting (DEC 1996)
<u>X</u>	52.219-16	Liquidated Damages-Subcontracting Plan (JAN 1999)
<u>X</u>	52.222-3	Convict Labor (JUN 2003)
<u>X</u>	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
<u>X</u>	52.222-26	Equal Opportunity (MAR 2007)
<u>X</u>	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans, of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
<u>X</u>	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
<u>X</u>	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)

<u>X</u>	52.223-6	Drug-Free Workplace (MAY 2001)
<u>X</u>	52.223-13	Certification of Toxic Chemical Release Reporting (AUG 2003)
<u>X</u>	52.225-5	Trade Agreements (NOV 2007)
<u>X</u>	52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
<u>X</u>	52.227-1	Authorization and Consent (DEC 2007)
<u>X</u>	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
<u>X</u>	52.227-14	Rights in Data - General (DEC 2007)
<u>X</u>	52.229-3	Federal, State, and Local Taxes (APR 2003)
<u>X</u>	52.232-1	Payments (APR 1984)
<u>X</u>	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007)
<u>X</u>	52.232-9	Limitation on Withholding of Payments (Apr 1984)
<u>X</u>	52.232-17	Interest (JUN 1996)
<u>X</u>	52.232-23	Assignment of Claims (JAN 1986)
<u>X</u>	52.232-25	Prompt Payment (OCT 2003)
<u>X</u>	52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
<u>X</u>	52.232-38	Submission of Electronic Funds Transfer information with offer (MAY 1999)
<u>X</u>	52.233-1	Disputes (JULY 2002) <u>X</u> Alternate I (DEC 1991)
<u>X</u>	52.233-3	Protest After Award (AUG 1996)

X Alternate I (JUN 1985)

<u>X</u>	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
<u>X</u>	52.237-3	Continuity of Services (JAN 1991)
<u>X</u>	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
<u>X</u>	52.242-3	Penalties for Unallowable Costs (MAY 2001)
<u>X</u>	52.242-13	Bankruptcy (JUL 1995)
<u>X</u>	52.242-15	Stop-Work Order (Aug 1989)
<u>X</u>	52.243-3	Changes – Time-and-Material or Labor Hour (SEP 2000)
<u>X</u>	52.244-2	Subcontracts (JUNE 2007)
<u>X</u>	52.244-6	Subcontracts for Commercial Items (MAR 2007)
<u>X</u>	52.245-1	Government Property (JUNE 2007)
<u>X</u>	52.246-6	Inspection Time-and Material and Labor-Hour (MAY 2001)
<u>X</u>	52.246-23	Limitation of Liability (FEB 1997)
<u>X</u>	52.246-25	Limitation of Liability--Services (FEB 1997)
<u>X</u>	52.248-1	Value Engineering (FEB 2000)
<u>X</u>	52.249-6	Termination (Cost Reimbursement) (MAY 2004)
		<u>X</u> Alternate IV (SEP 1996)
<u>X</u>	52.249-14	Excusable delays (APR 1984)

I.2 DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE

The resultant contract incorporates the following Transportation Acquisition Regulation

clauses (TAR) by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

<u>Clause Number</u>	<u>Title and Date</u>
<u>X</u> 1252.237-70	Qualifications of Contract Employees (OCT 1994)
<u>X</u> 1252.242-71	Contractor Testimony (OCT 1994)
<u>X</u> 1252.242-72	Dissemination of Contract Information (OCT 1994)
<u>X</u> 1252.245-70	Government Property Reports (OCT 1994)

I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PROVIDED IN FULL TEXT

This Solicitation and resultant Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

I.3.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Director, Office of Acquisition Management and shall not be binding until so approved.

I.3.2 52.216-18 ORDERING (OCT 1995).

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration date of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- a. This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 months past the expiration date of the contract (expiration date of the Base Period or expiration date of the Option Period, whichever is applicable.).

PART III - LIST OF ATTACHMENTS

SECTION J

<u>Attachment No.</u>	<u>Attachment Description</u>	<u>Number of Pages</u>
1*	Standard Form (SF)-LLL, Disclosure of Lobbying Activities and SF-LLL-A Continuation Sheet	3
2*	Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and	3
	Standard Form (SF) 295, Summary Subcontract Report	2

***The asterisk indicates those Standard Forms that may be accessible electronically. The website addresses are as follow:**

Attachment Number 1 www.whitehouse.gov/OMB/grants/index.html

Attachment Number 2 www.gsa.gov/forms/forms.htm
 www.gsa.gov/forms/farnumber.htm

PART IV. REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

1. 52.204-8 Annual Representations and Certifications. (JAN 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **541380**.

(2) The small business size standard is \$4 million_

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying*

change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

2. 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: *[Name and Address of Cognizant ACO or Federal Official Where Filed:]*

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of provision)

3. TYPE OF BUSINESS

Check the appropriate selection(s) from the following:

- | | |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business | <input type="checkbox"/> Other Non-Profit Organization |
| <input type="checkbox"/> Other Small Business | <input type="checkbox"/> State/Local Govt - Education |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> State/Local Govt - Hospital |
| <input type="checkbox"/> JWOD | <input type="checkbox"/> Other State/Local Government |
| <input type="checkbox"/> Nonprofit Educational Org. | <input type="checkbox"/> Foreign Contractor |
| <input type="checkbox"/> Nonprofit Hospital | <input type="checkbox"/> Domestic Contractor Performing |
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> Outside US |
| <input type="checkbox"/> Historically Black College/Univ. | <input type="checkbox"/> Veteran-Owned Small Business |
| <input type="checkbox"/> Minority Institution | <input type="checkbox"/> Concern |
| | <input type="checkbox"/> Service Disabled Veteran-Owned |
| | <input type="checkbox"/> Small Business Concern |

4. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Name	Title	Telephone #
_____	_____	_____
_____	_____	_____

5. TECHNICAL DATA CERTIFICATION

The offeror certifies that it has not delivered or is not obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

- ☐ None
☐ Contract No. (and Subcontract No., if applicable):

Agency Name and Place of Delivery:

6. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS *(Applicable to contracts which furnish Electronic and Information Technology (EIT) products and services).*

- (a). Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.
- (b). The offeror represents by fully completing the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.
- (c). The offeror further represents that all EIT products and services represented in the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

6. NOTIFICATION OF DEFECTIVE INVOICES

Each Contractor receiving an award will be requested to identify a person or office to be Contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name _____
Title _____
Address _____
City & State _____ Zip Code _____
Telephone No.: _____ Fax No. _____

7. OTHER COMMUNICATIONS

To facilitate other communications, please provide your organizational FAX number(s):

8. CERTIFICATION OF REPRESENTATIONS AND CERTIFICATIONS

By signing below, the offeror certifies that the representations and certifications are accurate, current and complete. The offeror further certifies that it will notify the Contracting Officer of any changes affecting these representations and certifications.

Solicitation Number _____

DUNS NUMBER: _____

Organization Name and Address _____

Typed Name _____

Signature _____ Date

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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L.1 FAR 52.252-1	Solicitation Provisions Incorporated by Reference (FEB 1998)
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***TAR = Transportation Acquisition Regulation**

Standard Forms or Procurement Forms may be accessed electronically at the address (es):
www.gsa.gov/forms/forms.htm or www.gsa.gov/forms/farnumber.htm

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):
<http://www.arnet.gov/far>

NOTE: Provisions incorporated by reference are indicated by an “X”

- X 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)
- X 52.215-20 Requirements for Cost or Pricing Data or Information
Other than Cost or Pricing Data (OCT 1997)
- 52.222-24 Preaward On-Site Equal Opportunity Compliance Review (APR 1984)

L.2 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

L.3 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

- a. Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10 (b) are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- b. If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an IQC, Time and Materials (T&M) type contract from this Solicitation.

**L.5 FAR 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER
INFORMATION WITH OFFER (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b) (1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

L.6 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

- a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

FOIA request to NHTSA should be address to:

Contracting Officer
Office of Acquisition Management

National Highway Traffic Safety Administration
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

- b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 GENERAL INFORMATION

a. Small Business Set-Aside

- (1) This requirement [x] is [] not a 100 percent small business set-aside.
(2) For the purpose of this solicitation, the small business size standard is 11M.
(3) The North American Industry Classification System (NAICS) is 541330.

b. Preproposal Conference

- [X] A preproposal conference is not contemplated.
[] A preproposal conference will be held as indicated below:

Time:

Date:

Place:

Please limit attendance to three (3) people per organization.

You are requested to submit your questions in writing to arrive at least ____ days prior to the date of such a conference.

Please mark the outside of the envelope "**PRE-PROPOSAL QUESTIONS RFP NO. _____**" to expedite handling.

c. Government Staffing Estimate

The Government's estimate of **scientific professional and/or technical staffing** for this project is approximately N/A hours. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans.

d. Pre-Award Survey

The Government reserves the right to conduct a pre-award survey or to require other

evidence of technical, managerial, financial, and similar abilities to perform the work described in this solicitation prior to the award of a contract.

e. **Literature Search**

If a literature search is to be conducted in performance of the contract resulting from this solicitation, the Contractor, after award but prior to initiating the search, will be required to consult with the Contracting Officer's Technical Representative (COTR) and/or TOM in order to make maximum use of the services of NHTSA's Technical Information Services.

All documents, original or copies, acquired with contract funds by the Contractor in performing the resultant literature search shall become the property of NHTSA (Technical Information Services) at the completion of the contract without additional charge to NHTSA. This assumes that a search of NHTSA's Highway Safety Literature File will have been made by the Contractor to eliminate the acquisition of duplicate documents.

f. **Award Notice/Incurrence of Cost**

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The NHTSA CO is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the NHTSA CO.

L.8 **SPECIAL NOTICES**

1. Questions concerning this Solicitation shall be in writing to Larry Gooding, Contract Specialist, by no later than 7/11/08. It is preferred that any and all such questions are sent electronically to Larry Gooding at E-mail address: larry.gooding@dot.gov All questions and answers will be available on website www.fedbizopps.gov or www.eps.gov under the Solicitation Number DTNH22-08-R-00098, entitled: "Cost and Weight Analysis of Motor Vehicle Equipment", by no later than 7/11/08.
2. Offerors shall acknowledge receipt of amendments, if any, to the Solicitation. Accordingly, offerors should pay attention to Block 14, Acknowledgement of Amendments, of Standard Form 33, Offer and Award, for guidance in complying with this requirement.

L.9 **PROPOSAL SUBMISSIONS**

1. With the exception of documents addressed in L.9.d. below, the contractor shall submit its proposals on CD ROM. Its cost proposal must be presented on a CD ROM separate from its Technical Proposal. A total of six (6) CD ROMs containing the offeror's technical proposal and a total of six (6) CD ROMs containing the offeror's price proposal must be provided. Proposals may be sent either in Microsoft Word, Excel, or PDF format.

2. **Technical proposals shall not contain any cost or pricing information.** These two proposals must appear on separate CD ROM attachments.

3. Do to security constraints; delivery of documents via USPS is often delayed. Therefore, the CD ROMs should be sent via FEDEX or other commercial express shipment.

4. The offeror must submit the following documents in hardcopy format: One originally-signed copy of the Standard Form 33; One completed copy (with original signature) of this solicitation's Section K "Representations, Certifications, and other statements of offerors.

5. All documents must be received at the address identified on this RFP's SF-33 block 7 and 8 by the time and date prescribed. The Offeror is solely responsible for the timely submission of the proposal materials discussed in this RFP.

L.10 **TECHNICAL PROPOSAL INSTRUCTIONS**

Offerors shall identify the **authors** of their proposals and **specify** those sections for which the writers had major responsibility. The technical proposal shall consist of the following major sections: (i) Table of Contents, (ii) Introduction, (iii) Technical Plan, (iv) Qualifications of Project Personnel, (vi) Hypothetical Task Order, (vii) Corporate Experience and Past Performance, and (viii) Company Facilities and Equipment.

i. **Table of Contents**

The Table of Contents shall provide the reader a means to easily identify major points of discussion. Further, if the offeror elects to deviate from any major headings or section titles indicated in this Request-for-Proposals, the Table of Contents should clearly indicate the relationship between the offeror's proposal framework and that of the Request-for-Proposals.

ii. **Introduction**

The Introduction shall provide reviewers with an impression of the offeror's understanding of the requirement's objectives, scope of work and intended products.

iii. **Technical Plan (See Section M.2.1)**

The offeror shall provide a technical plan to perform detailed engineering “teardown” analyses and establish definitive cost and weight estimates of motor vehicle equipment in accordance with the statement of work. The plan shall include a narrative description of the “teardown” or “reverse engineering” process used, and a methodology to develop manufacturing costs and weights for motor vehicle equipment as practiced by the automotive industry, which should include a discussion of Activity Based Costing Systems.

iv. **Qualifications of Project Personnel (See Section M.2.2)**

As part of the proposal, the offeror shall submit:

- a. The names and labor categories of all proposed staff members, as well as their role in performing the requirement, shall be identified.
- b. Resumes, with dates provided for past positions, shall be included for proposed professional and technical staff, including such staff to be obtained through the use of subcontractor personnel and consultants.
- c. Qualifications of the staff to perform one or more of the objectives described under Section C.3 of the Solicitation shall be clearly stated, which shall be supported by projects directly related to the performance of detailed engineering “teardown” analyses to establish reliable cost and weight estimates for motor vehicle equipment. Offerors are reminded of the Key Personnel and Facilities Clause Section G.12. The following disciplines and/or expertise are believed to be necessary for the successful completion of this requirement:

Program Manager	Automotive Design/Structural Engineer
Senior/Junior Process Engineer	Senior/Junior Manufacturing Engineer
Senior/Junior Cost Specialist	Technical Writer/Editor
Clerical/Secretary	

The offeror may include additional labor categories that may be necessary for successfully meeting the objectives outlined in the Statement of Work. If the above

labor categories do not match those of the offeror's organization, the offeror shall review the labor category descriptions in Section B.4.9 of the Solicitation and propose its organization's categories that meet the labor descriptions in Section B.4.9. These categories shall be cross-referenced to the Government categories separately, and Section B and M shall not be altered in their submission. Further, if the offeror does not possess the needed labor categories, it may fulfill the requirement through subcontractor personnel and/or consultants.

If additional labor categories are expected or if subcontractors or consultants are anticipated, the offeror shall state the names, availability, and the nature of the services to be performed by each individual.

v. **Hypothetical Task Order** (See Section M.2.3)

The offeror shall include in the proposal its proposed approach to performing the following task, which may be typical of the types of tasks undertaken in this contract.

In responding to this task, the offeror shall describe its proposed staffing and recommended technical approach for studying the problem. An elaborate literature review is not necessary.

Task Title: Cost and Weight Analysis of Motor Vehicle Safety Initiatives

Objective: Estimate the costs and weights of the following safety equipment: head injury protection (FMVSS 201) and head air bags.

Sample: Develop a representative sample of vehicles that reflects the design spectrum for head injury protection and head air bag systems based on vehicle market class and including both domestic and imported vehicles. The sample to be studied should include as many of the different designs as possible that are commercially available. An explanation of the interface between different system designs and their associated vehicles should be included. Assume that Model Year 2008 vehicles are being studied.

Labor Categories. Identify the labor categories and the number of hours for each labor category that would be required for this effort.

Estimated Level of Effort: 8 person months

Period of Performance: 1 year

vi. **Corporate Experience and Past Performance** (See Section M.2.4)

In order to assess the offeror's experience with similar or related cost teardown studies of motor vehicle components, parts, or systems to those described under the solicitation, the offeror shall provide a narrative description of its relevant experience conducting the required types of studies from the past three (3) years. This information also shall include information related to the offeror's experience and familiarity with NHTSA's Federal Motor Vehicle Safety Standards, and modifications or additions that have been made to motor vehicles to comply with the performance requirements of the standards.

In order to assess the quality of work performed on previous, similar contract efforts, the offeror shall submit a list of required start and completion dates for purchase deliverables that compares to the actual start and completion dates, including a description of past scheduling problems and how they were remedied. In addition, offerors shall provide at least three (3) references that have received services from the offeror, which are comparable to those described in this Solicitation. References from Federal Government Agencies are preferred and should include: Name of agency or organization receiving the service; Name of reference's point of contact, phone number E-mail address; Date services were provided; Applicable contract number; Title and brief description of services provided. Examples of the deliverables and/or required under these contracts shall be included.

Offerors also shall provide the Contracts – regardless of dollar value and subject matter – that were terminated for default or convenience of the Government within the past three years. The offeror shall provide a brief explanation of the circumstances in each case.

Note: Offerors, for which no historical record of past performance has been established, will only be rated on "Corporate Experience" for this factor. Offerors, whose established record of past performance is poor, will be given a "poor" rating for the evaluation factor.

vii. **Company Facilities and Equipment** (See Section M.2.5)

The offeror shall provide a written description of its facilities and equipment, their proposed use, and their availability for use under the project.

L.11 **BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS**

a. **Contract Pricing Proposal**

Offerors shall complete and submit the Price Schedules B.5.1 through B.5.2 located in this Solicitation. In submitting these prices, the offeror shall indicate what, if any, discount of the offeror's standard commercial prices is being offered to the Government, as follows:

1. Direct Labor. The offeror shall propose loaded hourly rates for each labor category listed in Section B.5 of this RFP. Loaded hourly rates shall include the labor categories, based hourly labor rates plus all applicable, allowable, and allocable indirect costs (as permitted by the Federal Acquisition Regulation (FAR)). Indirect costs may include: Fringe Benefits, Overhead Rates, Facilities Capital Cost of Money (FCCM), General and Administrative (G&A) expenses. Fee or Profit may be included in the loaded labor-hour rates as well. The "loaded" labor-hour rates shall be fixed at the time of Contract award and shall remain fixed for the entire term of the Contract (to include the Option Periods, if exercised).
2. Other Direct Costs. In addition to Direct Labor costs, Sections B.3.2 and B.3.3 of this Solicitation (and resultant Contract) include pre-defined "Other Direct Costs" (ODCs) (i.e. Travel, Material, Other). If the offeror anticipates that ODCs will be incurred in performing this effort, the offeror shall list those costs as well as explain the reason for including those costs.
3. Subcontracting Costs. If the offeror intends to include subcontracting in performing this effort, then additional pricing information will be required regarding subcontracting costs. Specifically, the offeror must describe the subcontracting effort as well as provide an explanation regarding the fairness and reasonableness of those costs. Subcontracting Costs must then be included in the Section B.5 Schedules.
4. Indirect Costs applicable to Other Direct Costs and Subcontracting Costs. The offeror (in accordance with its established accounting practices) may apply an indirect cost to Other Direct Costs and Subcontracting Costs ***only to the extent that those indirect costs are not recovered also in the loaded labor rate for each Direct Labor category***. If the offeror elects to apply indirect costs to Other Direct Costs, it must: (1) Identify the indirect cost rate applicable to Other Direct Costs in Section B.5; (2) Show that these indirect cost are not being recovered as part of the Direct Labor's loaded hourly rates; and (3) Show that the application of indirect costs to Other Direct Costs is in accordance with its established accounting practices. If the indirect cost is applied to Other Direct Costs, then the offeror must show that application in each Section B.5 price schedule. The offeror's indirect cost rate applied to Other Direct and Subcontracting costs (if applicable) shall be fixed at time of Contract award and remain fixed for the duration of the Contract's

Base, and Option Periods.

5. Application of fee or profit. Fee or profit may only be applied to the offeror's Direct Labor rates. *The offeror's fee or profit may not be applied to any Other Direct or Subcontracting Costs*

In addition to filling in the blanks in **Section B.5, Price Schedule**, the offeror must also complete the **Price Evaluation Sheets** in Section M.5. The Price Evaluation Sheets will be used only for evaluation purposes.

If other divisions, subsidiaries, parent or affiliated companies are proposed to perform work or furnish materials, provide the name and location of such affiliates and your intercompany pricing policy.

b. **Business Management Information**

Offerors are instructed to complete the Business Management Information sheets (Attachment 1 to Section L) in sufficient detail to allow a full and complete business evaluation.

L.11 **DISCLOSURE OF CONFLICTS OF INTEREST**

Disclosure of Conflicts of Interest

It is the National Highway Traffic Safety Administration's (NHTSA) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- (a) The offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the work under the request. The interest(s) described shall include those of the offeror, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20% interest in the

offering firm, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

- (b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (1) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- (c) In the absence of any relevant interest identified in (1) above, the offeror shall submit in its technical proposal a statement certifying that to its best knowledge and belief, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- (d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to NHTSA will be used to determine whether an award to the offeror may create a conflict of interest. If such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e) The refusal to provide the disclosure or representation, or any additional information as required may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to this contract which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if it is deemed that termination is in the best interest of the Government.

Version 9/2007

SECTION M

EVALUATION AND AWARD FACTORS

M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS:

A. The evaluation process designed for this procurement will be of a two-phased nature.

PHASE ONE

Technical Acceptability- The offeror's technical proposal will be evaluated for technical merit according to the criteria set forth in M.2, EVALUATION FACTORS.

PHASE TWO

Evaluation of Cost Proposals – The Government will evaluate the offeror's proposed price for relative reasonableness by means of price analysis, as prescribed in FAR 15.404-1 (b)(1), Price Analysis, and FAR 15.403-1(c)(1), Adequate Price Competition. The offeror's proposed price and/or costs will be considered. The review of the offeror's prices will be made independently of the technical review. Prices of **technically unacceptable** proposals will **not** be evaluated.

B. Negotiations may be conducted with those offerors whose responsive and technically acceptable technical proposals, combined with their cost proposals, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government. **HOWEVER, OFFERORS ARE CAUTIONED TO SUBMIT PROPOSALS ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION, IN ACCORDANCE WITH FAR 52.215-1, INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION.**

- C. The Evaluation Factors set forth in M.2 will be used in evaluating **technical proposals**. Further guidance on requirements and criteria is provided in Section L - Instructions, Conditions and Notices to Offerors. Technical considerations are primary. Costs will not be accorded any specific numerical rating. If there are no significant technical proposal differences, cost may be the determining factor for source selection. An offeror whose price is high(er) may be accepted if technical considerations make the offer most advantageous to the Government.
- D. Any contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. Evaluation and selection for award under this procurement will be in accordance with FAR 15.3, Source Selection.

M.2 EVALUATION FACTORS

Proposals will be evaluated and the prospective Contractor will be selected based principally on the following criteria listed in order of descending importance. The proposed system is based on a score of 1000 points that a proposal can accumulate by scoring “outstanding” on each factor. The scoring system and weights are:

<u>Factor</u>	<u>Rating</u>	<u>Weight</u>	<u>Maximum</u>
1	10	40	400
2	10	20	200
3	10	15	150
4	10	15	150
5	10	10	100

1. Technical Plan (See Section L.11.iii)

The offeror will be evaluated on its understanding of the work requirements stated in the solicitation. The offeror’s technical plan will be reviewed for soundness and efficient use of resources. Specifically, the technical plan must present a reasoned and knowledgeable approach to the engineering and teardown analysis needed under this solicitation, as well as a clear understanding of the process needed (including Activity Based Costing Systems) to define and develop the manufacturing costs and weights of motor vehicle equipment.

2. Qualifications of Project Personnel (See Section L.11.iv.)

The offeror will be evaluated on the quality of its proposed professional and technical staff. Specifically, the personnel must have the necessary experience and education level specified in the solicitation and this is clear from the resumes and other information provided. The experience level of the staff working on engineering teardown analyses and the development of motor vehicle equipment costs and weights will also be considered. The overall picture of the proposed staff should be one indicating an ability to successfully complete the work.

3. Hypothetical Task Order (See Section L.11.v.)

The offeror will be evaluated on its ability to formulate a complete and sound response to the hypothetical task. The response should consider all the relevant issues that would go into completing a cost and weight analysis of head injury protection devices under FMVSS 201 and head air bags. The sample of vehicles chosen for the task to include as many different designs as possible, the discussion of the interface between system designs and the associated vehicles, the identification of labor categories and the structure and proposed use of the proposed labor to complete the task also will be considered.

4. Corporate Experience and Past Performance (See Section, L.11.vi)

The offeror will be evaluated on the amount of relevant experience it has in cost teardown studies of motor vehicle components, parts, or systems and the work described under the solicitation. The offeror's experience and familiarity with NHTSA's Federal Motor Vehicle Safety Standards, and modifications or additions that have been made to motor vehicles to comply with the performance requirements of the standards will also be considered under this factor. The information provided also should demonstrate successful performance in these efforts as indicated by the actual and required start and completion dates; on-time, complete, and clearly organized deliverables, and if problems are noted in area, the offeror's ability to find workable solutions and improve overall contract performance. In addition, the offeror has received reports indicating a high level of satisfaction from other government agencies.

5. Company Facilities and Equipment (See Section, L.11.vii)

The offeror shall demonstrate possession of, or access to, general and unique facilities and equipment that are suitable and adequate for the teardown and display of motor vehicle equipment into its most elemental parts.

M.3 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

M.4 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.5 EVALUATED PRICE CALCULATION

For the purpose of evaluating the estimated total price proposed by each offeror, offerors shall complete the worksheets in Sections M.5.1 through M.5.3 and shall include the worksheets in the cost proposal. The total price for the base year and all options will be added for the purpose of evaluating each offeror for award. Evaluation of the option years will not obligate the Government to exercise the options.

M.5.1 – FOR EVALUATION PURPOSES ONLY**BASE PERIOD**

Labor Categories	Loaded Labor Hour Rate	Multiplier¹ (If Applicable)	Estimated Hours	Extension Amount
Direct Labor				
Program Manager				
Task Manager				
Automotive Design/ Structural Engineer				
Senior Process Engineer				
Junior Process Engineer				
Senior Manufacturing Engineer				
Junior Manufacturing Engineer				
Senior Cost Specialist				
Junior Cost Specialist				
Technical Writer/Editor				
Clerical/Secretary				
Additional Direct Labor Categories²				
Subcontractor Personnel/Consultants³				
Total Evaluated Labor Hours and Cost				

Other Direct Costs	Estimated Cost	Multiplier¹ (If Applicable)	Extension Amount
Estimated Travel Cost			
Estimated Direct Material Cost ⁴			
Estimated Graphics/Publishing Cost ⁵			
Total Estimated Other Direct Cost			

Subcontractor Personnel/Consultants⁶	Loaded Labor Hour Rate	Multiplier¹ (If Applicable)	Extension Amount

TOTAL – BASE PERIOD: \$ _____

¹ See Section B.3.2

² The “Additional Direct Labor Categories” are those labor categories not identified by NHTSA, but that the Offeror has determined are necessary for the completion of the work outlined in Section C of the Solicitation. The Offeror shall identify the proposed labor category, the loaded hourly rate, the estimated hours supplanted from the identified labor categories, and provide the extension amount.

³ Subcontractor personnel and/or consultants represent individuals with experience not available through the offeror’s direct labor. Please identify the labor specialty, estimated hours supplanted from the identified labor categories, the loaded hourly rate and multiplier (if applicable) to arrive at the extension amount. If no subcontractor personnel or consultants are proposed, then mark the table “not applicable.”

NOTE: FOR EVALUATION PURPOSES, THE TOTAL LABOR HOURS FOR THE PRIME CONTRACTOR AND SUBCONTRACTOR PERSONNEL/CONSULTANTS (IF PROPOSED) SHALL BE 1,200 HOURS.

⁴ The “Estimated Direct Material Cost” is a Government Estimate based on previous experience with similar efforts. Direct Materials Cost is for the purchase of motor vehicle equipment under study for physical teardown .

⁵ The “Estimated Graphic/Publishing Cost” is a Government Estimate based on previous experience with similar efforts. Graphic/Publishing Cost is for the provision of visual aids (illustrations, photographs, videos, display boards, etc.) and the publishing of the final report.

⁶ The “Subcontractor Personnel/Consultants” placed in this table also represent individuals with qualifications not available through the identified direct labor categories. However, this table is for information only and will not be included in the evaluated price. Only include subcontractor personnel/consultants which are considered appropriate to augment, on an occasional basis, the other labor categories identified. Please identify the labor specialty, the loaded hourly rate and the multiplier (if applicable). If no Subcontractor Personnel/Consultants are placed in this table, then please mark the table “not applicable.”

M.5.2 – **FOR EVALUATION PURPOSES ONLY****OPTION PERIOD**

Labor Categories	Loaded Labor Hour Rate	Multiplier¹ (If Applicable)	Estimated Hours	Extension Amount
Direct Labor				
Program Manager				
Task Manager				
Automotive Design/ Structural Engineer				
Senior Process Engineer				
Junior Process Engineer				
Senior Manufacturing Engineer				
Junior Manufacturing Engineer				
Senior Cost Specialist				
Junior Cost Specialist				
Technical Writer/Editor				
Clerical/Secretary				
Additional Direct Labor Categories²				
Subcontractor Personnel/Consultants³				
Total Evaluated Labor Hours and Cost				

Other Direct Costs	Estimated Cost	Multiplier¹ (If Applicable)	Extension Amount
Estimated Travel Cost			
Estimated Direct Material Cost ⁴			
Estimated Graphics/Publishing Cost ⁵			
Total Estimated Other Direct Cost			

Subcontractor Personnel/Consultants⁶	Loaded Labor Hour Rate	Multiplier¹ (If Applicable)	Extension Amount

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TOTAL – OPTION PERIOD: \$_____

¹ See Section B.3.2

² The “Additional Direct Labor Categories” are those labor categories not identified by NHTSA, but that the Offeror has determined are necessary for the completion of the work outlined in Section C of the Solicitation. The Offeror shall identify the proposed labor category, the loaded hourly rate, the estimated hours supplanted from the identified labor categories, and provide the extension amount.

³ Subcontractor personnel and/or consultants represent individuals with experience not available through the offeror’s direct labor. Please identify the labor specialty, estimated hours supplanted from the identified labor categories, the loaded hourly rate and multiplier (if applicable) to arrive at the extension amount. If no subcontractor personnel or consultants are proposed, then mark the table “not applicable.”

NOTE: FOR EVALUATION PURPOSES, THE TOTAL LABOR HOURS FOR THE PRIME CONTRACTOR AND SUBCONTRACTOR PERSONNEL/CONSULTANTS (IF PROPOSED) SHALL BE 1,200 HOURS.

⁴ The “Estimated Direct Material Cost” is a Government Estimate based on previous experience with similar efforts. Direct Materials Cost is for the purchase of motor vehicle equipment under study for physical teardown .

⁵ The “Estimated Graphic/Publishing Cost” is a Government Estimate based on previous experience with similar efforts. Graphic/Publishing Cost is for the provision of visual aids (illustrations, photographs, videos, display boards, etc.) and the publishing of the final report.

⁵The “Subcontractor Personnel/Consultants” placed in this table also represent individuals with qualifications not available through the identified direct labor categories. However, this table is for information only and will not be included in the evaluated price. Only include subcontractor personnel/consultants which are considered appropriate to augment, on an occasional basis, the other labor categories identified. Please identify the labor specialty, the loaded hourly rate and the multiplier (if applicable). If no Subcontractor Personnel/Consultants are placed in this table, then please mark the table “not applicable.”

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M.5.3 – FOR EVALUATION PURPOSES ONLY

TOTAL EVALUATION PRICE

TOTAL PRICE – BASE PERIOD \$ _____

TOTAL PRICE –OPTION PERIOD \$ _____

GRAND TOTAL \$ _____

Solicitation No. DTHN22-08-R-00098

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Attachment 1 CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for period of performance.

Period of Performance Level of Effort

A. DIRECT LABOR

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)	(C)		(D)		(E)	(F)		(G)	
	BASE HOLY	FRINGE	BENEFIT	%	O/H RATE	%	G & A	STRAIGHT	OVERTIME	LOADED FIXED	LOADED FIXED
	RATE										
%	HOURLY RATE	HOURLY RATE									PROFIT
	\$	\$	\$		\$		\$		\$	\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	
	\$	\$		\$		\$		\$		\$	

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

Attachment 1 CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for period of performance.

Period of Performance Level of Effort

A. DIRECT LABOR

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)	(C)		(D)		(E)		(F)	(G)
	BASE HOLY	FRINGE	BENEFIT	%	O/H RATE	%	G & A	STRAIGHT LOADED FIXED	OVERTIME LOADED FIXED	PROFIT
	RATE	RATE								
% HOURLY RATE	HOURLY RATE									
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

Attachment 1 CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for period of performance.

Period of Performance Level of Effort

A. DIRECT LABOR

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)	(C)		(D)		(E)		(F)	(G)
	BASE HOLY	FRINGE	BENEFIT	%	O/H RATE	%	G & A	STRAIGHT LOADED FIXED	OVERTIME LOADED FIXED	PROFIT
	RATE	RATE								
% HOURLY RATE	HOURLY RATE									
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____ \$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

Attachment 1 CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for period of performance.

Period of Performance Level of Effort

A. DIRECT LABOR

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)	(C)		(D)		(E)		(F)	(G)
	BASE HOLY	FRINGE	BENEFIT	%	O/H RATE	%	G & A	STRAIGHT LOADED FIXED	OVERTIME LOADED FIXED	PROFIT
	RATE	RATE								
% HOURLY RATE	HOURLY RATE									
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

Solicitation No. DTHN22-08-R-00098

PR No. NVS-08-04249

Attachment 1 CONTRACT PRICING SHEET

[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for period of performance.

Period of Performance Level of Effort

A. DIRECT LABOR

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)	(C)	(D)	(E)	(F)	(G)
	BASE HOLY	FRINGE	BENEFIT	%	O/H RATE	%	G & A
	RATE	FRINGE					
%	HOURLY RATE	HOURLY RATE					
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$
	\$	\$	\$		\$		\$

NOTE: For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

CONTRACT PRICING SHEET

Solicitation No. DTHN22-08-R-00098

PR No. NVS-08-04249